

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR

RFP Solicitation No. 3000000322

Emergency Planning, Exercise and Response
Statewide

June 3, 2011

Proposal Submission Deadline:

July 6, 2011 by 3:00 p.m. CST

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1.0 GENERAL INFORMATION

1.1 Purpose/Background

The Louisiana Department of Transportation and Development (DOTD) hereby issues this Request for Proposals (RFP) to qualified Proposers for the purpose of issuing a contract for assistance with Emergency Planning, Exercise and Response. The contract awarded shall be based upon the proposal most advantageous to DOTD, price and other factors considered, and it shall be subject to the availability of funds.

DOTD is tasked with responsibilities as the lead agency for Emergency Support Function (ESF) 1: (Transportation) and Emergency Support Function (ESF) 3: (Public Works and Engineering). DOTD is also a support agency for eleven (11) additional Emergency Support Functions as identified in the State Emergency Operations Plan. ESF 1 is responsible for coordinating/providing emergency transportation of people, pets and critical supplies. ESF 3 responsibilities include, but are not limited to the coordination of contraflow, debris removal, and damage assessment. Plans and procedures have been developed; however, plans and procedures require continuous refinement and maintenance as new planning factors and requirements evolve with federal, other state, and local agencies.

1.2 Scope of Services

DOTD is seeking to establish a contract to provide assistance and support to the DOTD's Emergency Operations Director and staff with emergency planning activities, exercise program support, and on-site emergency response operations on an as-needed basis. These activities shall include:

- Development and maintenance of DOTD emergency plans and procedures. Incident Command System/National Incident Management System (ICS/NIMS) compliance for all plans and procedures.
- Design, conduct and evaluate emergency exercises.
- Provision of on-site experienced operational and technical support personnel during emergencies.

1.3 Definitions

- A. Mandatory Requirements – The terms “shall”, “will”, and “must” denote mandatory requirements.
- B. Permissible Action – The terms “should”, “can”, and “may” denote an advisory or allowable action.
- C. Agency – any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

1.4 Performance Goals and Measures/Required Contract Services

A. Goals and Objectives

1. **Goal:** All plans and procedures shall be ICS/NIMS compliant, as identified and required by the United States Department of Homeland Security and shall provide recommendations on necessary revisions to ensure compliance.

Objective: Development and maintenance of plans and procedures for DOTD's ESF and support responsibilities.

Development and maintenance of plans and procedures for DOTD's responsibilities under the State Emergency Operations Plan; i.e., plans and procedures for ESF 1 (Transportation) and ESF 3 (Public Works and Engineering), DOTD Emergency Operations Center (EOC), emergency field sites and DOTD's support roles as identified in the State EOP. (ESF 2, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15). (ESF No. 12 is intentionally left out).

Revisions to plans and procedures will be based on federal planning guidance and any identified corrective actions as a result of a disaster or exercise.

Review and provide verification that all DOTD emergency plans and procedures are aligned with ICS/NIMS concepts and terminology and in compliance with NIMS.

Maintain a report that documents all plans, dates and persons who developed, reviewed or updated the plans and procedures as required.

2. **Goal:** The lesson learned and corrective actions identified through exercises and documented in the After Action Report will be used to update DOTD emergency plans, procedures and training program.

Objective: Design, conduct and evaluate DOTD exercises.

Exercise design, conduct and evaluation and production of an After Action Report, as needed, which includes identified corrective actions. (Number and type of exercises will be determined by requirements identified by DOTD Administration.). Provide at the conclusion of the exercise all documentation to include an After Action Report.

3. **Goal:** To have available trained and experienced personnel that can be deployed during an emergency to any of the numerous DOTD operational field sites and EOCs throughout the state if needed to supplement DOTD personnel and response capability.

Objective: Provide on-site experienced operational and technical support personnel during emergencies.

Provide on-site experienced operational and technical support personnel during an emergency to support response activities at the DOTD EOC, State EOC, and/or DOTD emergency field sites, as needed, to include the development of an AAR which identifies corrective actions and lessons learned.

B. Staff Classifications

The Contractor shall provide, either as employees of the contractor or as subcontractors, the following positions. The Contractor shall have the capability to provide more than one of the positions as required for the assigned work.

Project Manager – The Project Manager will work directly with the DOTD Emergency Operations Director to coordinate the assignment of projects, monitor status of projects to completion and provide the Emergency Operations Director with scheduled status updates. The Project Manager will be responsible for verifying and approving all invoices for services and ensure all required documentation is submitted with each invoice.

Emergency Planner – This person(s) will serve as the lead planner working with the contractors' assigned team to ensure all Goals and Objects identified in 1.4 are met. May be required to report during a disaster to supplement DOTD personnel.

Emergency Management Specialist – This person(s) will be required to perform tasks as assigned by the Emergency Planning or Project Manager as identified in 1.4 Goals and Objectives. May be required to report during a disaster to supplement DOTD personnel.

Emergency Management Associate – This person(s) will be required to perform tasks as assigned by the Emergency Planning or Project Manager as identified in 1.4 Goals and Objectives. May be required to report during a disaster to supplement DOTD personnel.

Technical Writer/Editor – This person(s) will be required to write and edit documents, provide briefing support, presentation materials and assist with various types of communication (written/oral) and support of operations. May be required to report during a disaster to supplement DOTD personnel.

Homeland Security Expert – This person(s) will work with Emergency Operations and the planning team to provide guidance and expert advice during planning, exercises and actual response activities on Homeland Security issues and concerns. May be required to report during a disaster to supplement DOTD personnel.

Emergency Management Subject Matter Expert (SME): This person(s) will work closely with Emergency Operations and the planning team providing expertise in emergency

management practices and principals and how to apply these principals in disaster operations. May be required to report during a disaster to supplement DOTD personnel.

Transportation/Evacuation Planner – This person(s) will work with Emergency Operations and the planning team on mass transportation/ evacuation planning concepts and issues to develop plans and procedures using current methods of mass evacuations, including modeling. May be required to report during a disaster to supplement DOTD personnel.

System Analyst - This person(s) will work with Emergency Operations to review current hardware and software applications and make recommendations based on the needs of the section. This person will also work with Emergency Operations to develop databases for inventory management, tracking resources and projects and to generate reports. May be required to report during a disaster to supplement DOTD personnel.

Multimedia Designer/Videographer – This person(s) will develop materials for exercises and other multimedia presentations as needed. May be required to report during a disaster to supplement DOTD personnel.

The number of staff needed in each position will be determined at the time of the assignment.

C. Performance Measures

The contractor shall provide a written timeline identifying objectives and milestones to achieve the goal for each objective and task assigned by the Emergency Operations Director.

The period of performance will be determined and established at the time of assignment.

The contractor shall provide written reports documenting the status of each assigned objective and tasks as required by the Emergency Operations Director. Reports will identify the objective and specific tasks, dates, personnel assigned tasks, current status and recommendations.

The contractor's ability to provide the requested on-site personnel for participation in response activities to supplement DOTD staff during emergency activities at identified DOTD locations and requested by the DOTD Emergency Operations Director.

The contractor shall develop and submit an AAR which includes corrective actions and lessons learned will for each objective where identified.

1.5 Monitoring Plan

The DOTD Project manager shall monitor the performance of the contract as follows:

- Review contractor invoices

- Meet on an established schedule determined by requested tasks and activities to review monthly progress reports.

1.6 Project Manager

A Project Manager has been named and that information will be provided to the successful Proposer.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 25, 2011 and to continue through July 24, 2014. The DOTD has the right to contract for up to thirty-six (36) months upon appropriate approvals.

DOTD reserves the right to cancel Contract for causes detailed in Attachment IV (Sample Contract).

2.2 RFP Coordinator

Request for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Ms. Debra L. Guest, P.E
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, LA 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1857
Debbie.guest@la.gov

This RFP is available in electronic form at:

<http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPage> and
<http://wwwsrch2.doa.state.la.us/osp.lapac/pubmain.asp>, or in printed form by submitting a written request to the RFP Coordinator.

2.3 Proposer Inquiries

DOTD shall consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of DOTD.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax by 3:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator shall be

deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services and LaPAC websites as an Addendum to the RFP by the deadline shown in the Calendar of Events.

2.4 *Calendar of Events*

Event	Date
Advertise RFP and mail public announcements	June 3, 2011
Deadline for receipt of Written inquiries	June 9, 2011
Issue responses to Written inquiries	June 16, 2011
Deadline for receipt of Proposals	July 6, 2011
Announce Award of “Successful Proposer”	July 12, 2011 (on or about)
Contract Execution	July 25, 2011 (on or about)

NOTE: DOTD reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 *Proposal Response Location*

Proposers who are interested in providing consulting services under this RFP should submit proposals containing the information specified in Section 4.0. The fully completed original proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions shall not be acceptable.

3.2 *Determination of Responsibility*

Determination of the proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the DOTD to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provision of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 Desired Qualifications of Proposer

It is highly desirable that the Proposer should at a minimum possess the following qualifications at the time of proposal submittal:

- Demonstrated experience in all phases of Emergency Management – Mitigation, Prevention, Preparedness, Response and Recovery
- Have comprehensive knowledge of the Emergency Support Functions and established requirements and guidelines for Emergency Management planning with an emphasis on ESF 1 – Transportation and ESF 3 – Public Works/Engineering
- Experience in exercise design, conduct and evaluation with an emphasis on ESF 1 - Transportation and ESF 3 – Public Works/Engineering
- Professional, experienced staff available to provide on-site support 24/7 for emergency operations at multiple DOTD locations

3.4 Desired Staffing of Proposer

The proposers should employ at the time of submittal, a minimum of the following personnel classifications:

- One Project Manager
- Emergency Planners
- Emergency Management Specialists
- Emergency Management Associates
- Technical Writer/Editor
- The number of staff needed in each position will be determined at the time of the assignment.

The proposer should also employ, or may subcontract the services of, the following personnel classifications:

- Homeland Security Expert
- Emergency Management Subject Matter Expert
- Transportation/Evacuation Planner
- System Analyst
- Multimedia Designer/Videographer

3.5 *Revisions to the RFP*

DOTD reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

Addenda, if any, will be posted on the DOTD Consultant Contract Services and LaPac websites:

<http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAddendums?OpenPage>

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.6 *Waiver of Administrative Informalities*

DOTD reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.7 *Proposal Rejection*

Issuance of this RFP in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in DOTD's best interest.

3.8 *Withdrawal of Proposal*

A proposer may withdraw of proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.9 *Subcontracting Information*

DOTD shall have a single Prime-Contractor as the result of any contract negotiation, and that Prime-Contractor shall be responsible for all deliverables referenced in the RFP and proposal. This general requirement notwithstanding, Contractors may enter into Sub-Contractor arrangements, however, the Prime-Contractor should acknowledge in their proposal total responsibility for the entire contract.

The Prime-Contractor shall be the single point of contact for all Sub-Contractor work.

Unless provided for in the contract with DOTD, the Prime-Contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of DOTD.

3.10 *Ownership of Proposal*

All materials submitted in response to this request become the property of DOTD. Selection or rejection of a proposal does not affect this right.

3.11 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and shall be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.12 Cost of Preparing Proposals

DOTD shall not be liable for any cost incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP shall be entirely the responsibility of the proposer, and shall not be reimbursed in any manner by DOTD.

3.13 Errors and Omissions in Proposal

DOTD shall not be liable for any errors in proposals. DOTD shall reserve the right to make corrections or amendments due to patently obvious errors in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

3.14 Contract Award and Execution

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by DOTD.

The selected Proposer shall be expected to enter into a contract which is basically the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten working days or if the selected proposer fails to sign the final contract within ten working days of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked proposer.

3.15 Code of Ethics

Proposers shall be responsible for determining that there shall be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues shall be interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

One original proposal (stamped original) shall be submitted to DOTD. Five copies of the proposal are also requested to be submitted to DOTD. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive. Name(s) of the Proposer listed, should precisely match the name(s) filed with the Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

The proposal should be identified with **RFP Solicitation No. 3000000322** and Project Name: **Emergency Planning, Exercise and Response** and shall be submitted **prior to 3:00 P.M. CST on Wednesday, July 6, 2011** by hand delivery or mail addressed to:

Ms. Debra L. Guest, P.E
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, LA 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1857

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted, if proposer is a corporation.

It shall be solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, shall not be considered.

4.2 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the proposer.

4.3 Proposal Format

The proposer should submit a proposal as specified in Attachment I which should include adequate information that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. The proposer should submit a work plan reflecting their understanding of the project. The proposer should respond to all areas requested.

4.4 Price Proposal

The proposer shall submit a Price Proposal (Attachment II) to perform the services shown in the scope of services.

4.5 *Certification Statement*

The proposer shall sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

5.1 *Evaluation Team*

The evaluation of proposals shall be accomplished by a five member DOTD Project Evaluation Team which shall determine the proposal most responsive and advantageous to DOTD.

5.2 *Administrative and Mandatory Screening*

All proposals shall be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance shall be rejected from further consideration.

5.3 *Clarification of Proposals*

DOTD reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

5.4 *Evaluation and Review*

Each proposal shall be rated for categories one through four, with 0 being the lowest score and the highest possible score as shown for each category.

The proposer with the lowest total cost summary shall receive 25 points. Other proposers will receive points for price based upon the following formula:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Cost Summary} \times 25}{\text{Contractor's Proposed Total Cost Summary}}$$

CATEGORY	HIGHEST POSSIBLE SCORE
1) Corporate Background and Experience	25
2) Proposed Project Staff – Staff experience related to the project	25
3) Approach and Methodology	25
4) Price	25
TOTAL	100

All Proposers will be evaluated as indicated for Items 1-4. The firm's ratings in each category shall be added to arrive at the total proposer's score. The Project Evaluation Team shall compile the scores and make a recommendation to the DOTD Secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.5 *Announcement of Successful Proposer*

DOTD shall notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers shall be notified in writing accordingly. The award of a contract shall be subject to the approval of the Division of Administration, Office of Contractual Review.

6.0 CONTRACTOR REQUIREMENTS

6.1 *Corporation Requirements*

Upon the award of the contract, if the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 *Compensation*

Compensation to the Contractor for the services rendered for this project shall be made at billable rates and other allowable costs specified in the Contractor's proposal, payable in installments as specified in Sub-Section 6.3, Billing and Payment.

6.3 *Billing and Payment*

Payments to the Contractor for services rendered shall be made monthly based on a certified and itemized invoice showing line item costs incurred. Labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for the appropriate classification. Documentation must be submitted with each invoice to verify all costs incurred.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice including the direct expenses.

DOTD shall not approve any invoice in which the proportional amount of the total contract compensation exceeds the percentage of project completion by more than five percent.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice including direct expenses. The invoice shall reflect a five percent deduction on the total sum exclusive of direct expenses as an amount to be retained by DOTD until satisfactory completion of the work required or upon written authorization of the DOTD Consultant Services Administrator for the release of the retainage.

Emergency/Disaster travel related expenses, if any, for response personnel assigned outside of their home duty station, must be pre approved by the DOTD Emergency Operations Director or designee and will be compensated as direct expenses and will be in accordance with

Louisiana Office of State Travel Regulations (PPM No. 49) found at: <http://www.state.la.us/osp/travel/travelOffice.htm> The Project Manager is responsible for providing home duty station verification to the DOTD Emergency Operations Director.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed, and dated by the Contractor.

Upon receipt of each approved invoice, DOTD shall pay the amount due within 30 calendar days.

6.4 Contract Terms & Conditions

The proposer shall be required to enter into a contract with DOTD that is basically the same as Attachment IV. Any changes to those terms shall be negotiated if state law allows such negotiation.

6.5 Indemnification

The Contractor shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include attorney's fees and court costs. Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contractor shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its

own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.6 Confidentiality

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Contractor to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

ATTACHMENT I

PROPOSAL FORMAT

1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name, phone number, email address and the stipulation that the proposal is valid for a time period of *one year* from the date of submission. This section should include a summary of the Proposer's qualifications and ability to meet the DOTD's overall requirements.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment IV Sample Contract and submit whatever exceptions or exact contract modifications that their firm may seek. While final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

2. Corporate Background and Experience

The purpose of this item is to provide information to evaluate the relevant experiences, resources, and qualifications of the proposer.

In this section the proposer should provide:

- A. An organizational chart displaying overall organizational structure
- B. A record of prior successful experience in services similar to that sought through this RFP. Proposal should include the number and a concise description of projects and inclusive dates successfully completed. Proposals should specify the extent of responsibility of key proposed project staff on these prior projects.
- C. A customer references listing for related work completed in the last twenty-four (24) months. Each reference should include the name and telephone number of a contact person.
- D. A Statement of the Proposer's other business or contractual obligations and the involvement in any past or current litigation.
- E. A Statement that the firm is capable of providing the needed services over the thirty-six (36) month project period.

DOTD reserves the right to contact references to verify information in the proposal

3. Proposed Project Staff

In this section the proposer should:

- A. Identify their proposed project organization and staffing. The proposer should identify a Project Manager, who shall act as a single point of contact with DOTD.

The proposer should also identify other staff expected to assist on this project based on the proposed time frames for the contract and in accordance with staff desirables described in Sub-Section 3.4. The proposer should clearly describe the proposer's capability to provide more than one of each staffing position if the need were to arise during the term of the contract.

- B. Resumes should be included for all proposed staff with the staff person's anticipated assignment clearly identified.
- C. If the proposer intends to subcontract for portions of the work, the proposer should include specific designation of the tasks to be performed by the Sub-Contractor. Information required of the proposer under the terms of this RFP is also required for each Sub-Contractor.

4. *Approach and Methodology*

Proposer should provide:

- A. Proposer's understanding of the nature of the project and how their proposal shall best meet the needs of the DOTD.
- B. The proposer should provide a work plan that reflects the approach and methodology, tasks and services to be performed within the requested timeframes.
- C. The proposer should address proposed staff loadings for each of the Objectives described in Section 1.4, and highlight any critical assumptions underlying the technical aspects of their proposal.
- D. Proposers should define their functional approach in identifying the tasks and activities necessary to meet Objective requirements.
- E. Describe the approach to Project Management and Quality Assurance.

5. *Cost Information*

- A. The proposer shall provide an hourly billable rate (which includes labor, overhead and profit) for every classification listed on Attachment II. Failure to provide an hourly rate for each of the staff classifications will cause the proposal to be disqualified.
- B. Any approved travel expenses for travel as identified in Section 6.3 will be reimbursed as a direct expense and in accordance with the most current State's Travel Regulations as detailed in the Louisiana Travel Guide. (Travel Guide/PPM 49)
- C. The proposer shall provide a **total** cost summary, which shall be the sum of all the hourly rates for all staff classifications. The Total Cost Summary will be the cost used for evaluation purposes described in Section 5.4.

- D. The proposer shall use Attachment II as an example for submitting pricing information.

6. *Administrative Information*

The proposer shall provide a completed Certification Statement as shown in Attachment III.

ATTACHMENT II

PRICE PROPOSAL

The proposer shall provide an hourly billable rate for each position listed. The hourly rate shall include all labor, overhead and profit.

REQUIRED COST STATEMENT	
Personnel Classifications:	Billable Rate Per Hour
Homeland Security Expert	\$
Emergency Management Subject Matter Expert	\$
Transportation/Evacuation Planner	\$
Project Manager	\$
System Analyst	\$
Emergency Planner	\$
Multimedia Designer/Videographer	\$
Emergency Management Specialist	\$
Emergency Management Associate	\$
Technical Writer/Editor	\$
Total Cost Summary	\$

NOTE: Total Cost Summary must be included for billable rates. The Total Cost Summary shall be the sum of all hourly rates. **The Total Cost Summary will be the cost used for evaluation purposes described Section 5.4.**

NOTE: All approved travel related expenses as described in Section 6.3 will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at: <http://www.state.la.us/osp/travel/travelOffice.htm>.

Name of Firm/Individual: _____

Address of Firm/Individual: _____

Telephone Number: (_____) _____

Signature: _____

Name and Title: _____

Date: _____

ATTACHEMENT III
CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTRACT. DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. The proposer should identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (_____) _____

C. US Mail Address: _____

D. Telephone Number: (_____) _____

Proper certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and shall meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
4. Proposer quote is valid for at least one year from the date of the Proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she shall have (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov)
7. If subcontractors are proposed to be used, the Proposer acknowledges total responsibility for the contract.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

/

SIGNATURE of Proposer's Authorized Representative **Date**

**ATTACHMENT IV
SAMPLE
CONSULTING SERVICES CONTRACT**

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

CONTRACT FOR CONSULTING SERVICES

**PURCHASE ORDER NO. 2xxxxxx
EMERGENCY PLANNING, EXERCISE AND RESPONSE
STATEWIDE**

PLEASE NOTE: Prior to execution of any contract resulting from RFP, Proposer must be registered as a vendor at:

LaGov Vendor Registration:

Registration Link: <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/VndPubMain.asp>

Registration Help Links: <http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>

Registration Help Desk: (225) 342-6349

On this _____ day of _____, 2011, the Louisiana Department of Transportation and Development, hereinafter sometimes referred to as “**DOTD**”, and xxxx, Inc. xxxx , xxxx (Baton Rouge, LA 70809) hereinafter sometimes referred to as “Contractor”, do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICES

DOTD is seeking to establish a contract to provide assistance and support to the DOTD’s Emergency Operations Director and staff with emergency planning activities, exercise program support and on-site emergency response operations on an as-needed basis, to include: Development and maintenance of DOTD emergency plans and procedures; Incident Command System/National Incident Management System (ICS/NIMS) compliance for all plans and procedures; Design, conduct and evaluate emergency exercises; and Provision of on-site experienced operational and technical support personnel during emergencies.

GOALS AND OBJECTIVES

Goals and Objectives of this Contract are: 1. The Development and maintenance of plans and procedures for DOTD’s ESF and support responsibilities. All plans and procedures are to be ICS/NIMS compliant; as identified and required by the United States Department of Homeland Security and provide recommendations on necessary revisions to ensure compliance. 2. Design, conduct and evaluate DOTD exercises. Conduct After Action Reviews. 3. Provide on-site experienced operational and technical support personnel during emergencies. Support DOTD staffing during disasters and emergencies.

PERFORMANCE MEASURES

The contractor shall provide a written timeline identifying objectives and milestones to achieve the goal for each objective and task assigned by the Emergency Operations Director. The period of performance is to be determined and will be established at the time of assignment. The consultant shall provide written reports documenting the status of each assigned objective and tasks as required by the Emergency Operations Director. Reports will identify the objective and specific tasks, dates, personnel assigned tasks, current status and recommendations.

The contractor's ability to provide the requested on-site personnel for participation in response activities to supplement DOTD staff during emergency activities at identified DOTD locations and requested by the DOTD Emergency Operations Director.

The contractor shall develop and submit an AAR which includes corrective actions and lessons learned will for each objective as assigned by the Emergency Operations Director.

MONITORING PLAN

The DOTD Project manager shall monitor the performance of this Contract as follows a review of monthly progress reports determined by the requested tasks and activities and the Contractors invoices.

SUBSTITUTION OF KEY PERSONNEL

The Contractor's key personnel assigned to this Contract may not be removed, replaced, or substituted without the written consent of the DOTD. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors outside of the Contractor's control, excluding assignment to a project outside of the Contract, the Contractor shall be responsible for providing an equally qualified replacement to avoid delays in completing tasks. Any such replacement of key personnel must be approved by DOTD.

TERM OF CONTRACT

This Contract shall begin on _____, 2011 and shall end on _____, 2014, unless modified by a fully executed supplemental agreement. Notwithstanding the foregoing, in no event shall the Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than 36 months.

DOTD FURNISHED RESOURCES

Mr./Ms. XXXXXXXXX will serve as the DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of activities conducted hereunder. Notwithstanding the Contractor's responsibilities for the performance of this Contract, the DOTD Project Manager shall be the principal point of contact for the Contractor.

TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number XXXXXXXXXX.

COMPENSATION

In consideration of the services described above, DOTD hereby agrees to pay the Contractor compensation based on the following billable rates_____ for the actual work performed for a maximum compensation of \$XXXXXXX. All approved travel will be paid in accordance with the State Travel Regulations in effect at the time of work. Any increase in the contract's maximum amount will be made by written contract amendment.

NOTE: All DOTD approved travel related expenses, if any, will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at: <http://www.state.la.us/osp/travel/travelOffice.htm>

PAYMENT TERMS

If progress and/or completion to the reasonable satisfaction of the agency are obtained, payments are scheduled as follows:

- Monthly

Payments to the Contractor for services rendered shall be made monthly based certified and itemized invoice showing line item costs incurred. Labor charges shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for the appropriate classification. Documentation must be submitted with each invoice to verify all costs incurred.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice including the direct expenses. The original and two copies of the invoice shall be submitted to the Project Manager, XXXXXXXX. The invoice must be signed and dated by the Contractor. The invoice shall also show the total of previous payments because of the contract and the amount due and payable as of the date of the current invoice. The invoice shall reflect a five percent deduction on the total sum exclusive of direct expenses as an amount to be retained by DOTD until satisfactory completion of the work required or upon written authorization of the DOTD Consultant Contract Services Administrator for the release of the retainage. The last invoice submitted must say "FINAL INVOICE".

Upon receipt of each approved invoice, DOTD shall pay the amount due within thirty (30) calendar days, according to Louisiana R.S. 251.5.

TERMINATION FOR CAUSE

The DOTD may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation shall constitute a default and may cause cancellation of the Contract. Where the DOTD has determined the Contractor to be in default, the DOTD reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Contractor with cost in excess of the Contract prices. Until such assessed charges have been paid no subsequent proposal from the defaulting Contractor shall be considered.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this Contract provided that the Contractor shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the DOTD to cure the defect.

TERMINATION FOR CONVENIENCE

The DOTD may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

INDEMNIFICATION & LIMITATION OF LIABILITY

The Contractor shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include attorney's fees and court costs. Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contractor shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at

the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA – R.S. 39:1524 – 1526.

FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter

having the effect of law being considered by the Louisiana Legislature or any local governing authority.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by DOTD shall remain the property of DOTD, and shall be returned by Contractor to DOTD, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of DOTD, and shall, upon request, be returned by Contractor to DOTD, at Contractor's expense, at termination or expiration of this contract.

NONASSIGNABILITY

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

RIGHT TO AUDIT

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the DOTD's operation which are designated confidential by the DOTD and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. The identification of all such confidential data and information as well as the DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the DOTD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the DOTD to be adequate for the protection of the DOTD's confidential information, such methods and procedures may be used, with the written consent of the DOTD, to carry out the intent of this paragraph. The Contractor shall not be required under

the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

COST RECORDS

The Contractor and its sub-Contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be in accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS is available for inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Contractor is released in writing by the DOTD Audit Director, at which time the Contractor may dispose of such records. The Contractor shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or is such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

SUB-CONTRACTORS

The Contractor may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Contractors duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the DOTD for any breach in the performance of the Contractor's duties.

DISCRIMINATION CLAUSE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any Sub-Contractor to commence work on his subcontract until all similar insurance required for the Sub-Contractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all Sub-Contractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the DOTD, and any Sub-Contractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Sub-Contractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contractor or his Sub-Contractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies

herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Sub-Contractor's Insurance: The Contractor shall require that any and all Sub-Contractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the DOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

This contract together with the RFP and 's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of

the Request for Proposals and its amendments; and third priority shall be given to the provisions of the 's Proposal.